



ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

### RECOVERY OPERATORS DISCOVERY QUESTIONNAIRE

**THIS IS FOR QUOTATION PURPOSES ONLY—THIS IS NOT A BINDER**

**1. General Information**

Proposed Effective Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Applicant's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_ County: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Physical Location of Business (if different):

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please list any other names the business is or has been known by: \_\_\_\_\_

Detailed description of business activities (specifically, and by location): \_\_\_\_\_

Is this a new business?  Yes  No If no, how many years have you been in business? \_\_\_\_\_

Applicant is:  Individual  Corporation  Partnership  Joint Venture

Other (please describe): \_\_\_\_\_

Annual Payroll: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_ Full-Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_

Does your company have within its staff of employees, a position whose job description deals with product liability, loss control, safety inspections, engineering, consulting, or other professional consultation advisory services?  Yes  No

If yes, please tell us:

Employee Name: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Business Telephone No.: \_\_\_\_\_

Fax: \_\_\_\_\_ Years with Company: \_\_\_\_\_

Employee's Responsibilities: \_\_\_\_\_

**2. Insurance History**

Who is your current insurance carrier (or your last if no current provider)? \_\_\_\_\_

Provide name(s) for all insurance companies that have provided Applicant insurance for the last three years:

	Coverage:	Coverage:	Coverage:
Company Name			
Expiration Date			
Annual Premium	\$	\$	\$

Has the Applicant or any predecessor or related person or entity ever had a claim?  Yes  No  
 Completed Claims and Loss History form attached (REQUIRED)?  Yes  No

**3. Desired Insurance**

**Limits of Liability:**

- \$50,000/100,000/300,000
- \$100,000/300,000/500,000
- \$100,000/300,000/1,000,000
- \$150,000/300,000/300,000
- \$150,000/300,000/1,000,000
- \$100,000/250,000/1,000,000
- \$250,000/500,000/1,000,000
- \$250,000/750,000/1,000,000
- \$250,000/1,000,000/1,000,000
- \$250,000/1,000,000/2,000,000

**Limit of Garage Keeper's Legal Liability (GKLL):**

- On premises listed in this application:
- \$25,000
  - \$50,000
  - \$100,000
  - Other: \_\_\_\_\_
- Direct Primary

**Contractual Liability Indemnification (Employee Dishonesty Only):**

- \$100,000
- \$300,000
- \$500,000
- \$1,000,000

**In Tow (On Hook):**

- \$25,000
- \$50,000
- \$100,000
- Other: \_\_\_\_\_

**Cargo Limit:**

- The transporting of equipment on a trailer or flatbed tow vehicle:
- \$25,000
  - \$50,000
  - \$100,000
  - Other: \_\_\_\_\_

1. For garage keeper's legal liability coverage, please answer the following questions:

a. Average value in storage locations: \_\_\_\_\_

b. Maximum value in storage, at any one time, per any one location:

Location 1	\$
Location 2	\$
Location 3	\$

**Drive-Away Physical Damage to Vehicles Driven – Physical Damage Limits:**

Employee Only, Named Operators Coverage Only

- \$25,000
- \$50,000
- \$100,000

2. Total number of repossessions:

	Drive-Away	Tow-Away
By employees in the last 12 months:		
By independent contractors in the last 12 months:		
Expected in the next 12 months:		

3. Drive Away coverage: Only named driver coverage is available.

a. Employees only: Is drive away liability and physical damage (not in-tow or on-hook) coverage required for:

- i. Pickup of vehicles and transportation to a storage site?  Yes  No
- ii. Delivery of vehicles from the original storage location to another site?  Yes  No
- iii. Potential test drives, i.e., independent buyers, car lot, etc., which involve the sale of repossessed goods?  Yes  No

**4. Business Activities**

1. All other services income:

Physical Repair (Auto Body) of Vehicles – Gross Income	\$
Mechanical Repair and Service to vehicles (tune up, radiator, air-conditioning, lube and oil, muffler, brakes, engine rebuilding)-Gross Income.	\$
Storage of Vehicles – Gross Income	\$
Used Car Sales – Gross Sales	\$
Leased Auto Sales	\$
Tire Sales and Service Gross sales	\$
Other (please explain):	\$

2. Do you operate as:

- a. A towing service company?  Yes  No

- b. An auto drive-away service company?  Yes  No
- c. A transport company?  Yes  No
- d. A recovery or repossession agency?  Yes  No
3. How many of each do you have issued to your agency:
- a. Transportation plates: \_\_\_\_\_  
How are they used? \_\_\_\_\_
- b. Repossessor plates: \_\_\_\_\_  
How are they used? \_\_\_\_\_
4. What kinds of property do you repossess? (check all that apply)
- Construction Equipment  Tractor/Trailer  Heavy Equipment  Autos  Motorcycles  Boats  
 ATV's  Household items/appliances/furniture/electronics/jewelry  Other: \_\_\_\_\_
5. What percentage of recovery operations are associated with contracts? \_\_\_\_\_%
6. Is a police report required in your state on all recoveries and repossessions?  Yes  No
7. Are personal effects and personal property of other recovered, and a complete and accurate inventory made of all items?  Yes  No
- a. How are personal property and effects returned to their owners? \_\_\_\_\_  
\_\_\_\_\_
- b. What is done with deadly weapons, dangerous drugs, or prescription drugs found in the personal effects and property that are removed for inventory? \_\_\_\_\_  
\_\_\_\_\_
- c. Do you repossess and recover vehicles or property which is being retained by others, under a garage man's lien?  Yes  No  
If yes, explain procedures: \_\_\_\_\_  
\_\_\_\_\_
8. Do you permit others to use or personally use customer-repossessed vehicles for personal use?  Yes  No

Note: Coverage is excluded for personal use of non-owned customer vehicles.

9. Indicate annual gross income from:

Annual gross income for recoveries from direct employer/employee operation	\$ _____	% _____
Annual gross income for recoveries developed from independent contractor adjuster services	\$ _____	% _____

10. Employee breakdown—list the number of employees who are:

Licensed Drivers	_____
Office Employees	_____
Service Employees	_____

11. What work do you sub-contract to others? \_\_\_\_\_  
\_\_\_\_\_

12. Do you request certification of liability forms from all sub-contractors or independent contractors, where your firm is listed as an Additional Named Insured?  Yes  No

13. Do you provide or perform services as a sub-contractor to other tow truck operators, recovery agencies, or other business operations?  Yes  No

If yes, please explain: \_\_\_\_\_  
 \_\_\_\_\_

14. Number of vehicles operated this year: \_\_\_\_\_

a. How many owned vehicles are assigned 24 hrs. to an employee and used to and from work and personal use? \_\_\_\_\_

b. Please complete a commercial automobile vehicle and equipment schedule:

UNIT NO.	1	2	3	4
Year				
Make				
Body Type				
Serial Number				
GVWR				
Describe Use of Vehicle or Equipment				
Garage Location				
Actual Cash Value (current market less depreciation) if physical damage coverage is desired.	\$	\$	\$	\$

15. Radius of operations (show percentage of total miles driven):

a. 0-49 miles: \_\_\_\_\_% 50-200 miles: \_\_\_\_\_% 201 miles and up: \_\_\_\_\_%

16. Do you have Interstate Commerce Commission (ICC) authority?  Yes  No

If yes,

a. What is the ICC Docket Number? \_\_\_\_\_

b. List states in which you have operating authority: \_\_\_\_\_  
 \_\_\_\_\_

c.  Form E  Form H  Other: \_\_\_\_\_

17. Do you loan vehicles or equipment to customers?  Yes  No

Note: Coverage is excluded for personal use of non-owned customer vehicles

18. Provide a copy of your training program, bid and job contract, customer release of liability form, and a copy of your yellow page ad, if applicable to your business operations.

19. Do you have a written equipment maintenance program?  Yes  No

20. Is each unit equipped with fire extinguishers?  Yes  No

21. Are bodies of all trucks and trailers completely closed and equipped with snap locks?  Yes  No

22. Are trucks equipped with Babaco Alarms?  Yes  No  
 If no, other alarm used: \_\_\_\_\_
23. Are loaded trucks ever left unattended?  Yes  No
24. Please answer the following questions related to recover tow truck operations and service vehicles connected with your business:
- a. Do you use air bags?  Yes  No
  - b. Do you always use safety chains?  Yes  No
  - c. Are you equipped with wheel lifts?  Yes  No
  - d. Do you lift or haul other than vehicles?  Yes  No
- If yes, please explain: \_\_\_\_\_
25. Where are keys to customer vehicles kept? \_\_\_\_\_
26. What is the company policy regarding handling of keys? \_\_\_\_\_  
 \_\_\_\_\_
27. What are the circumstances for relinquishing vehicles? \_\_\_\_\_  
 \_\_\_\_\_
28. What are your daily hours of operation? \_\_\_\_\_
29. How are vehicles towed and disposed of? \_\_\_\_\_  
 \_\_\_\_\_
30. Are plates ever provided to other than your employees?  Yes  No  
 If yes, please explain: \_\_\_\_\_  
 \_\_\_\_\_
31. Maximum number of working hours permitted any one driver during a 24-hour period: \_\_\_\_\_
32. Do you provide Workers' Compensation for all employees, including drivers?  Yes  No
33. Are the tow trucks or service vehicles that are used for towing equipped with a transformer or dynamic towing system, or similar automatic hook-up capability?  Yes  No
34. Do you transport any caustic, radioactive, or flammable cargo?  Yes  No  
 If yes, explain: \_\_\_\_\_
35. Do you lease equipment for short periods of time from others?  Yes  No  
 If yes, explain: \_\_\_\_\_
36. Do you haul for other business operations?  Yes  No  
 If yes, explain: \_\_\_\_\_
37. Do you operate under anyone else's permit or authority?  Yes  No  
 If yes, explain: \_\_\_\_\_
38. Do you operate under your permit or authority?  Yes  No  
 If yes, explain: \_\_\_\_\_
39. How are your drivers compensated? \_\_\_\_\_  
 \_\_\_\_\_
40. Are vehicles left loaded at night?  Yes  No  
 If yes, explain: \_\_\_\_\_

41. Are trucks with cargo required to be emptied prior to towing?

Yes  No

If no, explain: \_\_\_\_\_

**REPRESENTATIONS AND WARRANTIES**

The "Applicant" is the party to be named as the "Insured" in any insuring contract if issued. By signing this Discovery Questionnaire, the Applicant for insurance hereby represents and warrants that the information provided in the Discovery Questionnaire, together with all supplemental information and documents provided in conjunction with the Discovery Questionnaire, is true, correct, inclusive of all relevant and material information necessary for the Association to accurately and completely assess the Discovery Questionnaire, and is not misleading in any way. The Applicant further represents that the Applicant understands and agrees as follows: (i) the Association can and will rely upon the Discovery Questionnaire and supplemental information provided by the Applicant, and any other relevant information, to assess the Applicant's request for insurance coverage and to quote and potentially bind, price, and provide coverage; (ii) the Discovery Questionnaire and all supplemental information and documents provided in conjunction with the Discovery Questionnaire are warranties that will become a part of any coverage contract that may be issued; (iii) the submission of an Discovery Questionnaire or the payment of any premium does not obligate the Association or any insurer to quote, bind, or provide insurance coverage; and (iv) in the event the Applicant has or does provide any false, misleading, or incomplete information in conjunction with the Discovery Questionnaire, any coverage provided will be deemed void from initial issuance.

The Applicant hereby authorizes the Association, and its agents, to gather any additional information the Association deems necessary to process the Discovery Questionnaire for quoting, binding, pricing, and providing insurance coverage including, but not limited to, gathering information from federal, state, and industry regulatory authorities, insurers, creditors, customers, financial institutions, and credit rating agencies. The Association has no obligation to gather any information nor verify any information received from the Applicant or any other person or entity. The Applicant expressly authorizes the release of information regarding the Applicant's losses, financial information, or any regulatory compliance issues to this Association in conjunction with consideration of the Discovery Questionnaire.

The Applicant further represents that the Applicant understands and agrees the Association: (i) may present a quote with a sub-limit of liability for certain exposures, (ii) may quote certain coverages with certain activities, events, services, or waivers excluded from the quote, (iii) will rate each quotation in the best interest of each Association member to the extent possible to meet the overall intent of the Association's program of insurance for all members, and (iv) offer several optional quotes for consideration by the Applicant for insurance coverage. In the event coverage is offered, such coverage will not become effective until the Association's accounting office receives the required premium payment, and the Applicant signs and returns the appropriate "Acknowledgement and Coverage Contract Receipt" form within 10 days of receiving an insurance coverage contract.

The Applicant agrees that the Association and any party from whom the Association may request information in conjunction with the Discovery Questionnaire may treat the Applicant's facsimile signature on the Discovery Questionnaire as an original signature for all purposes.

**IMPORTANT:** Each accepted Applicant is provided insurance as a participating member under a Master Group Policy of Insurance issued on behalf of the Garage Services and Equipment Dealers Liability Association of America, Inc., a qualified "Purchasing Group" under the Risk Retention Act of 1986—Public Law 97-45. Master Group Policies have been issued to the Association, formed and governed by the laws, rules, and regulations of the State of Utah, to which members will be added as "Participating Members." The Association's program of insurance is a fully insured plan with an insurer permitted to provide insurance in each Association member's state of residence.

All coverage contract charges and service provider fees are minimum and fully earned as of the effective date of coverage. Membership in the Association is restricted to those whose business or activities are similar with respect to liability to which members are exposed by virtue of any common business, act, product, service, premises, or operations. The Applicant represents that the Applicant understands and agrees: (i) the Applicant's request for the Association to quote or otherwise effect coverage for the Applicant is without undue influence or incentive, (ii) the Applicant is individually procuring any insurance that may be provided as a participant in a Master Group Policy, where the benefits and coverage have already been approved by the Association's Purchasing Group, (iii) any coverage that may be provided will be provided under a Master Coverage Contract has been effected in the State of Utah as the state in which the Purchasing Group is organized and domiciled, and where the Association's Purchasing Group's principal office is located, (iv) all rules and regulations applicable to the individual or self-procurement of insurance will govern any coverage provided, and (v) the Applicant is individually responsible for the direct payment of taxes related to coverage provided in the Applicant's state of residence. Should taxes be made a part of any quotation provided by the Purchasing Group to the Applicant, the Association may, as an accommodation and convenience to the Applicant, collect and remit any tax collected to the tax collection agency in the member's state of residence.

Dated: \_\_\_\_\_

Applicant:

\_\_\_\_\_  
Signature

Print Name \_\_\_\_\_



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### APPLICATION FOR MEMBERSHIP

The Garage Services and Equipment Dealers Liability Association of America, Inc. has been formed as a "Purchasing Group" under the Risk Retention Act of 1986 (Public Law 97-45), to offer liability insurance to members of the Association.

To join the Association and participate in the benefits of membership, please complete the application below and return it with your membership fee and annual dues payment. Please make your check payable to the Garage Services and Equipment Dealers Liability Association. The initial membership enrollment fee is \$75.00. Annual membership dues are \$5.00. If you have already enrolled in the Association, you do not need to complete this form.

1. Applicant : \_\_\_\_\_
2. Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Contact Person: \_\_\_\_\_
4. Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_
5. Type of business conducted: \_\_\_\_\_
6. How many years have you been in business? \_\_\_\_\_
7. States of Operation: \_\_\_\_\_
8. Please list below the name and address of any other association you are currently a member of:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Applicant:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name